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GREENVILLE  
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DONN R.M.C.

BOOK 1001 PAGE 494

# MORTGAGE

THIS MORTGAGE is made this 5th day of April 1983, between the Mortgagor, Charles R. Boyer, Jr. and Rebecca R. Boyer (Formerly Rebecca R. Jones) (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Five Thousand and no/100 (\$25,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 5, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1983.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina.

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 36 as shown on plat entitled "Carter's Grove, Section No. 2" prepared by Dalton and Neves Engineers, dated August, 1974, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-R, at Page 100, reference to said plat being hereby craved for a more definite metes and bounds description.

This is the same property conveyed to Allen B. Jones and Rebecca R. Jones by deed of Dee Smith Company, Inc. dated January 3, 1978 and recorded in the RMC Office for Greenville County on January 4, 1978 in Deed Book 1071 at Page 313.

Allen B. Jones subsequently conveyed his interest in said property to Rebecca R. Jones by deed dated August 23, 1980 and recorded in the RMC Office for Greenville County on August 25, 1980 in Deed Book 1131 at Page 836.

Rebecca R. Jones subsequently conveyed an undivided one half interest in said property to Charles R. Boyer, Jr. by deed dated October 5, 1981 and recorded in the RMC Office for Greenville County on October 6, 1981 in Deed Book 1156 at Page 345.

This Mortgage is junior in lien to that certain Mortgage executed by Dee Smith Company, Inc. in favor of First Federal Savings and Loan Association, dated October 17, 1977 in the original sum of \$44,000.00, which Mortgage is recorded in the RMC Office for Greenville County in Mortgage Book 1413 at Page 528

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX \$10.00

which has the address of 7 Carlton Way, Greenville, South Carolina 29615 (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.